

## GENERAL PROVISIONS FOR CPFF ORDERS (NAVY)

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This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Defense Acquisition Regulations Supplement (DFAR-CFR Title 48, Chapter 2), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop:SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Bettis"; where the article says "Contracting Officer", change it to read "Buyer"; and when the article says "Contractor", change it to read "Seller".

Articles pertaining to patent rights apply only to orders for research and development type work.

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to Bettis and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

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| <u>ARTICLE</u>  | <u>REFERENCE</u>             |
|---|------------------------------|
| ACQUISITION FROM SUBCONTRACTORS SUBJECT TO<br>ON-SITE INSPECTION UNDER THE INTERMEDIATE-<br>RANGE NUCLEAR FORCES (INF) TREATY (>\$100K) | DFAR 252.209-7000            |
| ACQUISITION STREAMLINING (>\$1M)  | DFAR 252.211-7000            |
| AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (>\$10K)   | FAR 52.222-36                |
| ALLOWABLE COST AND PAYMENT  | FAR 52.216-7                 |
| ANTI-KICKBACK PROCEDURES (>\$100K)  | FAR 52.203-7                 |
| AUDIT AND RECORDS-NEGOTIATION (>\$100K)   | FAR 52.215-2                 |
| AUTHORIZATION AND CONSENT (With Alt I.)   | FAR 52.227-1                 |
| BANKRUPTCY (>\$100K)  | FAR 52.242-13                |
| BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | DFAR 252.225-7001            |
| CHANGES-COST-REIMBURSEMENT<br>(Delete Para. (d); use Alt. V for R&D orders)   | FAR 52.243-2                 |
| CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-<br>OVERTIME COMPENSATION (>\$100K)  | FAR 52.222-4                 |
| COST ACCOUNTING STANDARDS (>\$500K)<br>- ADMINISTRATION OF COST ACCOUNTING STANDARDS (>\$500K)  | FAR 52.230-2<br>FAR 52.230-6 |
| DECLARATION OF TECHNICAL DATA CONFORMITY  | DFAR 252.227-7036            |

| <u>ARTICLE</u>   | <u>REFERENCE</u>                                       |
|--|--|
| DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | FAR 52.211-15  |
| DEFERRED ORDERING OF TECHNICAL DATA OR<br>COMPUTER SOFTWARE  | DFAR 252.227-7027                                      |
| DEFINITIONS  | FAR 52.202-1   |
| DUTY-FREE ENTRY<br>- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND<br>COMPONENTS)<br>- ADDITIONAL PROVISIONS             | FAR 52.225-8<br>DFAR 252.225-7009<br>DFAR 252.225-7010 |
| EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,<br>VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE<br>VETERANS (>\$10K) | FAR 52.222-37  |
| EQUAL OPPORTUNITY  | FAR 52.222-26  |
| EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,<br>VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE<br>VETERANS (>\$10K) | FAR 52.222-35  |
| EXCUSABLE DELAYS   | FAR 52.249-14  |
| FACILITIES CAPITAL COST OF MONEY   | FAR 52.215-16  |
| FILING OF PATENT APPLICATIONS-CLASSIFIED<br>SUBJECT MATTER   | FAR 52.227-10  |
| FIXED FEE  | FAR 52.216-8   |
| GOVERNMENT PROPERTY (COST- REIMBURSEMENT,<br>TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS)                                 | FAR 52.245-5   |
| GOVERNMENT SUPPLY SOURCES  | FAR 52.251-1   |
| GRATUITIES (>\$100K)   | FAR 52.203-3   |
| HAZARD WARNING LABELS  | DFAR 252.223-7001                                      |
| IDENTIFICATION AND ASSERTION OF USE, RELEASE,<br>OR DISCLOSURE RESTRICTIONS  | DFAR 252.227-7017                                      |

| <u>ARTICLE</u>   | <u>REFERENCE</u>  |
|--|-------------------|
| INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III                                    | FAR 52.234-1      |
| INSPECTION OF SUPPLIES--COST REIMBURSEMENT   | FAR 52.246-3      |
| INSPECTION OF SERVICES--COST REIMBURSEMENT   | FAR 52.246-5      |
| INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT   | FAR 52.246-8      |
| INSURANCE-LIABILITY TO THIRD PERSONS   | FAR 52.228-7      |
| INTEREST   | FAR 52.232-17     |
| LIMITATION OF COST   | FAR 52.232-20     |
| LIMITATION OF FUNDS  | FAR 52.232-22     |
| LIMITATION OF LIABILITY (>\$100K)  | FAR 52.246-23     |
| LIMITATION OF LIABILITY - HIGH VALUE ITEMS (>\$100K)   | FAR 52.246-24     |
| LIMITATION OF LIABILITY - SERVICES (>\$100K)   | FAR 52.246-25     |
| LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)                               | FAR 52.203-12     |
| LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | DFAR 252.227-7025 |
| NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (>\$100K)                              | FAR 52.227-2      |
| NOTICE OF INTENT TO DISALLOW COSTS   | FAR 52.242-1      |
| NOTICE OF RADIOACTIVE MATERIALS  | FAR 52.223-7      |
| NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FAR 52.222-1      |
| NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  | DFAR 252.249-7002 |
| NOTIFICATION OF OWNERSHIP CHANGES  | FAR 52.215-19     |
| NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  | DFAR 252.247-7024 |

| <u>ARTICLE</u>   | <u>REFERENCE</u>               |
|--|--------------------------------|
| PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT  | FAR 52.227-13                  |
| PAYMENT FOR OVERTIME PREMIUMS  | FAR 52.222-2                   |
| PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | DFAR 252.225-7012              |
| PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS  | DFAR 252.225-7015              |
| PREFERENCE FOR DOMESTIC SPECIALTY METALS (with Alt. I)   | DFAR 252.225-7014              |
| PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (>\$100K)                          | FAR 52.247-64                  |
| PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (>\$500K)<br>- MODIFICATIONS (>\$500K)      | FAR 52.215-10<br>FAR 52.215-11 |
| PRICING ADJUSTMENTS  | DFAR 252.215-7000              |
| PRIVACY ACT NOTIFICATION<br>- PRIVACY ACT  | FAR 52.224-1<br>FAR 52.224-2   |
| PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (>\$100K) | DFAR 252.203-7001              |
| PROHIBITION ON SEGREGATED FACILITIES (>\$10K)  | FAR 52.222-21                  |
| REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (>\$500K)                          | DFAR 252.225-7026              |
| RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | DFAR 252.225-7016              |
| RESTRICTION ON ACQUISITION OF FORGINGS   | DFAR 252.225-7025              |
| RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER                             | DFAR 252.225-7022              |
| RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | FAR 52.225-13                  |
| RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (>\$100K)                                | FAR 52.203-6                   |
| REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS         | FAR 52.215-18                  |
| RIGHTS IN BID OR PROPOSAL INFORMATION  | DFAR 252.227-7016              |

| <u>ARTICLE</u>  | <u>REFERENCE</u>               |
|---|--------------------------------|
| RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND<br>NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION  | DFAR 252.227-7014              |
| RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS  | DFAR 252.227-7013              |
| SECURITY REQUIREMENTS   | FAR 52.204-2                   |
| SERVICE CONTRACT ACT OF 1965, AS AMENDED  | FAR 52.222-41                  |
| SMALL BUSINESS SUBCONTRACTING PLAN (with Alt. I) (> \$500 K)  | FAR 52.219-9                   |
| SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL<br>BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)  | DFAR 252.219-7003              |
| STOP-WORK ORDER (Alt. I)  | FAR 52.242-15                  |
| SUBCONTRACTOR COST OR PRICING DATA (>\$500K)<br>- MODIFICATIONS (>\$500K)   | FAR 52.215-12<br>FAR 52.215-13 |
| SUBCONTRACTS FOR COMMERCIAL ITEMS   | FAR 52.244-6                   |
| SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER<br>CONTRACTS) (Ref. Para. (e). The subcontracts requiring<br>Bettis approval is discussed in the purchase order.) | FAR 52.244-2                   |
| SUPPLEMENTAL COST PRINCIPLES  | DFAR 252.231-7000              |
| TECHNICAL DATA-COMMERCIAL ITEMS   | DFAR 252.227-7015              |
| TECHNICAL DATA-WITHHOLDING OF PAYMENT   | DFAR 252.227-7030              |
| TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY<br>DELIVERED TO THE GOVERNMENT   | DFAR 252.227-7028              |
| TERMINATION (COST-REIMBURSEMENT)<br>(Delete the reference in paragraph j to the Disputes Article)   | FAR 52.249-6                   |
| TOXIC CHEMICAL RELEASE REPORTING (>\$100K)<br>(Delete Para. (e))  | FAR 52.223-14                  |
| TRANSPORTATION OF SUPPLIES BY SEA (>\$100K)   | DFAR 252.247-7023              |
| UTILIZATION OF SMALL BUSINESS CONCERNS  | FAR 52.219-8                   |

ARTICLE

REFERENCE

VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER  
SOFTWARE

DFAR 252.227-7019

VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

DFAR 252.227-7037

WAIVER OF FACILITIES CAPITAL COST OF MONEY

FAR 52.215-17

In addition, the following articles are included in their entirety:

**FRAUD OR FALSIFICATION**

(This article applies to all Quality Level 1 or 2 rated orders; orders for zirconium, hafnium, beryllium, boron-10, plutonium-238-241, uranium enriched in the isotope of uranium-233 or 235, or any material enriched by any of the foregoing regardless of Quality Level; orders for research and development or design engineering; and orders for reactor plant application where Form 73844 is invoked.)

- (a) This order and activities hereunder are within the jurisdiction of the Department of the Navy. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this order may be punishable in accordance with applicable Federal Statutes.
- (b) The Seller agrees that all employees engaged in the performance of this order shall be, if they have not been previously, informed in writing prior to their commencing performance of work under this order that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with the performance of work under this order. The Seller further agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment under this order. An acceptable form for such written statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments or agencies of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment, or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

- (c) The Seller agrees to include the following statement preprinted on each manufacturing, inspection, or test record used in conjunction with this order.

"**NOTE:** The recording of false, fictitious, or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes."

- (d) The Seller agrees to include this article, including this paragraph (d), in every subcontract or lower-tier order issued hereunder.

## **CONTROL OF VISITORS**

(This article shall apply if the work to be performed involves special nuclear or special reactor materials, or design, manufacture, modification, or repair of reactor plant components or reactor servicing equipment.)

Except with the prior written consent of the Primes and the Government Contracting Officer (or his designated representative), Suppliers will not permit any Visitor to their plants, offices, or facilities to view or examine documents, components, assemblies, or major subassemblies provided for or delivered under Naval Reactors subcontracts, or to obtain information or data concerning such documents, components, assemblies, or major subassemblies.

"Visitor" as used herein means any person who visits a supplier's plant, office, or facility and does not represent either the Supplier, the Prime, or the Government in the performance of the subcontract in question. This includes Foreign Nationals, whose visits may require additional controls above and beyond those necessary for visits by U. S. citizens.

Suppliers must establish procedures that, when implemented, will prevent the release of Classified and Unclassified Naval Nuclear Propulsion Information (NNPI) to Visitors. Suppliers must also notify the Primes in advance of any visit to a Seller's plant, office, or facility, and must ensure similar controls are in effect at all lower-tier suppliers of documents, components, assemblies, or major subassemblies associated with this order.

## **PUBLIC RELEASE OF INFORMATION**

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Bettis for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Bettis.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Bettis to permit appropriate measures to be taken to protect the information. Under no circumstances, should this information be released to such authority without prior notification and agreement of Bettis.
- (c) Seller agrees that this requirement of prior Bettis approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Bettis, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

## **ASSIGNMENT AND SETOFF**

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Bettis. This order may be assigned by Bettis to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Bettis shall be entitled at all times to set off against any amount payable at any time by Bettis under this order, any amount owing at any time from Seller to Bettis whether arising under this order or other contracts or orders with Seller.

**TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR  
PROPULSION OF NAVAL SHIPS**

- (a) The supplies specified to be delivered under this order relate to the nuclear propulsion of naval ships.
- (b) Except with the prior written consent of Bettis, or its designated representative, Seller shall not, at any time during or after the performance of this order, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (c) below.
  - (1) Outside the United States, or
  - (2) Irrespective of location (i) to any foreign national not working on this order or on a lower-tier subcontract hereunder, (ii) to any foreign organization (including foreign subsidiaries and affiliates of Seller, (iii) to any foreign government, or (iv) to any international organization.
- (c) As used in this article, the following terms shall have the following definitions: (i) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, and any area subject to the complete sovereignty of the United States; (ii) "equipment" means all supplies of the kind specified to be delivered under this order, all compound parts thereof, and all models of such supplies and components parts, but "equipment" does not include standard commercial supplies and component parts and models thereof; (iii) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this order, or for the operation, maintenance, evaluation, or testing of any order item, including, without limitations, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations, but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation, and testing of such supplies and component parts in or in connection with any item, or component part thereof, specified to be delivered under this order.
- (d) Seller agrees to insert in all lower-tier subcontracts under this order provision which shall conform substantially to the language of this article, including this paragraph (d).
- (e) Notwithstanding any other provisions of this article, this article shall not apply (i) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party, and (ii) where the transmittal is to be of equipment or technical data which Bettis or its designated representative has declared in writing to Seller to be thereafter exempt from this article.

**CONTRACT ACCEPTANCE**

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Bettis that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

**COST ACCOUNTING STANDARDS (CAS)**

CAS requirements do not apply if the order does not exceed \$500,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.



**SOFTWARE DATE AND VIRUS CHECK WARRANTY**

The Seller warrants that each hardware, software, and firmware product manufactured, developed, or integrated by the Seller and delivered under this purchase order (if this order is for supplies) and/or maintained under this purchase order (if this order is for maintenance services) shall be able to correctly process all date data, including date data that crosses century boundaries. This is designed to eliminate any re-occurrence of situations such as that surrounding the Year 2000. This includes, but is not limited to, calculating, comparing, and sequencing the date data and leap year calculations when used in accordance with the Seller's product documentation. If the purchase order requires that specific listed products shall perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. Repair or replacement of non-compliant products shall be with products that are Year 2000 compliant. Nothing in this warranty shall be construed to limit the rights or remedies Bettis may otherwise have under this purchase order with respect to defects other than correctly processing all date data..

Software and hardware provided by the Seller under this order shall not contain computer viruses or other malicious software.

In performing this order, the Seller agrees to take precautions to avoid conveying computer viruses or other malicious software to Bettis. Specifically, all computer files, disks, memories, or other media provided by the Seller to Bettis (other than third party supplied software in its original, unopened packing materials) shall be checked by the Seller prior to delivery to Bettis to detect and remove any computer virus or other known malicious software. The virus check that is performed by the Seller shall include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Bettis) shall be fixed by the Seller. A statement verifying that the check has been made shall be included by the Seller with the deliverable when it is delivered to Bettis.